

AGREEMENT

between

**SEIU, Local 199
Educational Office Professionals**

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

2006 – 2009

(For the year 2006 – 2007)

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ARTICLE I RECOGNITION AND DEFINITIONS

A. UNIT

The Cedar Rapids Community School District hereby recognizes Service Employees International Union, Local 199, as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (Case #5317) issued by the PERB on June 6, 1995. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

INCLUDED: All secretarial and clerical employees of the Cedar Rapids Community School District except those specifically excluded below.

EXCLUDED: Confidential Secretaries, Teacher Associates, and all other persons excluded in Section 20.4 "Exclusions", the Code of Iowa.

B. DEFINITIONS

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term, "Union," as used in this Agreement, shall mean the Service Employees International Union, Local 199, or its duly authorized representatives.
3. The term, "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section A of this Article.
4. The term, "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work thirty (30) or more hours per week and at least nine (9) months per year.
5. The term, "regular part-time employee," as used in this Agreement, shall mean all persons who regularly work less than thirty (30) hours per week and at least nine (9) months per year.
6. The term "probationary employee," as used in this Agreement shall mean all persons who have worked three (3) months or less from the last date of hire as a secretarial-clerical employee.
7. The term "step," as used in this Agreement shall refer to the vertical placement on Schedule A.
8. The term "classification," as used in this Agreement shall refer to the positions listed on Salary Schedule A.

ARTICLE II WORK DAY AND WORK WEEK

A. WORK DAY

The "regular work day" shall consist of eight (8) hours, exclusive of lunch.

The specific work hours for each employee may vary according to the needs of the school district. The hours shall be designated by the responsible administrator.

Except in cases of emergency the school district shall provide employees with a thirty (30) minute duty free lunch period and a fifteen (15) minute break in the middle of each four (4) hour block of scheduled work time.

B. WORK WEEK

The "regular work week" shall consist of five (5) eight-hour days, Monday through Friday.

All employees shall perform services on those days as determined by the District to be work days, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

ARTICLE III BASIC COMPENSATION

A. RATES OF PAY

The rates of pay reflected in the appropriate Schedule A, attached hereto, shall be a part of this Agreement.

B. PAY INCREASES

Employees eligible for advancement on the salary schedule shall advance to the next available vertical step. Any staff member who is employed on or before February 1, and satisfactorily completes the work year, shall receive a step increase. All employees on step 1 shall advance one vertical step.

An employee granted a general leave who satisfactorily completes at least one half (½) of her/his contract year in any given year shall receive a step increase.

It is understood that the parties to this agreement must negotiate step increases each year. There may be years that other priorities take precedence. See Schedule A.

C. PROFESSIONAL STANDARDS PROGRAM

Upon receipt of certification from programs sponsored by the National Secretaries Association and the National Association of Educational Office Professionals, employees shall receive additional hourly pay as follows:

<u>Certificate</u>	<u>Hourly Premium</u>
Basic	12c
Associate Professional or Associate Degree	16c
Advanced I	20c
Advanced II	24c
Advanced III	28c
Bachelor's Degree	36c
Master's Degree	40c
Doctorate Degree	44c

D. INSERVICE CREDIT

An employee may become eligible for premium pay by earning credits through approved inservice courses. In order to receive credit, prior approval must be obtained from the Human Resources Department, which shall determine the number of credit hours to be awarded. Normally, eight (8) contact hours will constitute one (1) credit. Evidence of satisfactory completion of the course(s) shall be required.

After five (5) credits have been earned, employees shall receive an additional hourly premium of twenty-five cents (25c), effective July 1 of the following year. Employees currently receiving the inservice credit shall continue to receive it at the current rate. All awards earned after June 30, 2000 shall be compensated at the rate of twenty-five cents (25c) per hour. The total premium shall not exceed \$1.60 per hour.

E. HIRING AND PLACEMENT OF EMPLOYEES

All new hires will start on step one (1). When an employee is eligible for a different salary placement as a result of a change of position, the new salary shall be determined by moving laterally to the proper salary column at the same step. All new employees shall serve a three (3) month probationary period.

F. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day.

ARTICLE IV OVERTIME

Time and one-half shall be paid for all work performed in excess of eight (8) hours in one day or forty (40) hours in one regular work week, or on Saturday.

Double time shall be paid for all work performed on a Sunday or a holiday as designated in Article VII. This shall be in addition to any regular holiday pay.

No overtime work shall be performed without the prior approval of the responsible administrator.

ARTICLE V SALARY REDUCTION/GROUP INSURANCE

A. ELIGIBILITY

For the purposes of this Article, it is understood that only regular full-time employees are eligible for district contributions toward the cost of premiums for health insurance, life insurance, long-term disability insurance and travel accident insurance. However, regular part-time employees may elect health insurance and/or dental insurance with the total cost borne by the employee.

All employees are eligible for bargained contributions toward the cost of premiums for workers' compensation and tort liability insurance.

B. SALARY REDUCTION

Each employee will have the option of executing an annual election form for salary reduction of the employee's regular salary for the following benefits, subject to the provisions, terms and conditions of the District's salary reduction plan and the provisions, terms, and conditions of the insurance policies and plans.

- a. Health Insurance - at the same level as defined in the 2002-2003 Annual Benefits Enrollment booklet for Hourly Employees.
- b. Dental Insurance - at the same level as defined in the 2002-2003 Annual Benefits Enrollment booklet for Hourly Employees.
- c. Dependent Care Expenses.
- d. Medical Reimbursement Account.

The full yearly amount for the employee share of the costs of benefits elected shall be paid by the employee through salary reduction of the paychecks issued during the employee's work year. For employees working less than twelve (12) months, such salary reduction shall begin with the last paycheck in September and end with the last full two-week paycheck in May.

C. HEALTH INSURANCE

1. Single Coverage: For each regular full-time employee electing single plan coverage, the school district shall pay an amount not to exceed one hundred percent (100%) of the monthly cost of the bargained for plan toward the monthly cost of the premium for single coverage.
2. Family Coverage: In lieu of the above, for each regular full-time employee electing family plan coverage, the school district shall pay an amount not to exceed one hundred percent (100%) of the monthly cost of the bargained for plan toward the monthly cost of the premium for family coverage. Any portion of the premium not contributed by the school district shall be borne by the employee.

D. LIFE INSURANCE

The school district shall provide a group term insurance plan which includes \$25,000 life insurance coverage and an additional \$25,000 for accidental death and dismemberment benefit in accordance with the policy in force.

E. LONG-TERM DISABILITY INSURANCE

For each regular full-time employee the school district shall pay the premium for the plan in force on the effective date of this Agreement. The scope of the plan shall be no less than the plan in force for the previous work year. Copies available online.

F. TRAVEL ACCIDENT INSURANCE

For each regular full-time employee the school district shall pay the premium for the plan in force on the effective date of this Agreement. The scope of the plan shall be no less than the plan in force for the previous work year. Copies available online.

G. TORT LIABILITY INSURANCE

The school district shall pay the premium for liability insurance covering performance of job-related duties as provided in Chapter 670, Code of Iowa. Copies available online.

H. WORKERS' COMPENSATION

If an employee qualifies for Workers' Compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the Workers' Compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for Workers' Compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the Workers' Compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of Workers' Compensation payments made to the employee.

The employee shall notify the school district of his/her option within three (3) days of receipt of the school district's notice to make such option. Failure to report within such time limits shall be treated as an election not to have the District supplement the benefits.

I. EFFECTIVE DATE OF INSURANCE PROGRAMS

Employees new to the District shall be covered by the school district insurance programs and the District salary reduction plan as soon after employment as the respective provisions, terms, and conditions of the policies and plans and the Salary Reduction Plan permit.

J. DURATION OF INSURANCE CONTRIBUTIONS

Except as otherwise provided in this Agreement, an employee is eligible for District contributions as provided in this Section as long as the employee is employed by the District. Elected insurance coverage for an employee who terminates employment continues until the end of the period for which the premium has been contributed either by the District or by the employee through salary reduction or per COBRA laws. District contributions to all other insurance coverages will cease effective on the last day of the month in which the employee terminates.

K. CLAIMS AGAINST THE SCHOOL DISTRICT

The school district's only obligation under this Section is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits.

ARTICLE VI LEAVES OF ABSENCE

A. PERSONAL ILLNESS OR DISABILITY

Employees shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (prorated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment	15 days
and each subsequent year	

Personal illness or disability leave may be accumulated to a maximum of one hundred eighty (180) days for 9-month employees, one hundred ninety (190) days for 10-month employees, two hundred ten (210) days for 11-month employees and two hundred thirty (230) days for 12-month employees. Personal illness or disability leave pay shall be approved by the responsible administrator. A request may be made for a certificate from a medical doctor from those individuals who are frequently absent from their duties because of illness or from those who are absent for an extended period of time.

The school district may grant a leave of absence without pay if an employee has exhausted all accumulated personal illness or disability leave and continues to be eligible for such leave.

B. ILLNESS IN THE FAMILY

Each employee will be provided up to three (3) days of family illness leave per year that may accumulate up to a maximum of nine (9) days. In the event of illness in the immediate family, an employee may be granted a

leave of absence without loss of salary or deduction from personal illness or disability leave. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law.

The granting of this leave is subject to the approval of the responsible administrator. As proof of illness, the school district may require a doctor's certificate or another person's statement acceptable to the responsible administrator.

The illness of some other person may warrant the same treatment as the immediate family. Such cases will be considered on an individual basis.

C. BEREAVEMENT

In the event of the death of an employee's spouse, the employee shall be granted a leave of absence of at least ten (10) days at the time of such death. Such leave may be used within 12 months at the discretion of the employee.

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild.

In case of death of other relatives, one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean aunt or uncle.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis.

The amount of leave allowed under this provision is subject to the discretion of the responsible administrator.

D. EMERGENCY

An employee may be granted emergency leave of no more than two (2) days per year without loss of pay or deduction from personal illness and disability leave. Emergency leave shall not be cumulative.

Emergencies which qualify for use of this leave allowance are those situations of a serious nature which develop suddenly and unexpectedly, which require the employee's immediate attention, which cannot be attended to outside of work hours, and which are not covered under other provisions. Leave requests will be considered on their individual merits.

A request shall be submitted in advance unless the nature of the situation makes it impossible to do so. The request shall be confirmed in writing within three (3) days after returning to work.

If the leave is not approved, the absence shall be deducted at the appropriate hourly rate.

E. PERSONAL LEAVE

An employee may be granted personal leave of no more than one (1) day per year. Application for such leave shall be filed at least three (3) employee working days in advance of such leave, unless the time requirement is waived or modified by the responsible administrator. Such leave shall be without loss of salary or deduction of other leave, and any such unused leave shall accumulate to a maximum of two (2) days. Personal leave shall not be granted during the first ten (10) or last five (5) employee working days in any school year, or on a day immediately preceding or following a school holiday or school vacation period. Personal leave shall not be granted for the purpose of job interview or participation in any form of work stoppage.

F. RELIGIOUS OBSERVANCE

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar may be excused by the responsible administrator without loss of salary.

G. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. Application for leave for jury duty should be made to the Superintendent or designee. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

H. UNION LEAVE

The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter, state, or national union meetings. Evidence of Union approval shall be submitted to the District. In no event shall the total number of days granted hereunder exceed fifteen (15) days. The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending chapter meetings but these meetings shall not accumulate to more than five (5) of the fifteen (15) allotted Union Leave days.

I. PROFESSIONAL

An employee shall be eligible for professional leave to attend conferences and workshops.

J. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for the adoption of a child, child rearing, education, health, family illness, travel, or other reasons deemed appropriate by the Superintendent or designee. Upon return to service the employee shall be assigned to an equivalent position for which she/he is qualified. If there is no vacant position, the assignment shall be in accordance with Article XIII, Section A.

K. PRO RATA

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated at their regular rate based upon their normal work day.

L. FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act of 1993 provides that unpaid family and medical leave will be granted up to twelve weeks per year to employees who meet certain conditions. (Year shall be defined as the fiscal year of the school district.)

An eligible employee shall be entitled to family and medical leave for one or more of the following:

- *Because of the birth of a son or daughter of the employee in order to care for such son or daughter.
- *Because of the placement of a son or daughter with the employee for adoption or foster care.
- *In order to care for the spouse, or a son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.
- *Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

An employee may be allowed to substitute paid leave for unpaid family and medical leave if such leave is provided in the Agreement. Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Copies of such rules shall be available from the office of Human Resources.

ARTICLE VII HOLIDAYS

Employees shall be granted the following holidays with pay.

Labor Day	New Year's Day
Veterans Day*	President's Day*
Thanksgiving Day and Friday following Thanksgiving Day	Good Friday*
Christmas Day	Memorial Day
	Fourth of July (12 month employees only)

*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If the holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Section, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days notice thereof.

An employee who has requested and been granted approval of the responsible administrator may utilize any leave, except for personal business leave, on the day prior to or subsequent to the holiday and receive pay for the holiday. The request must be submitted to the responsible administrator at least four (4) calendar days prior to the holiday. Any unexcused absence on a day before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

Employees shall be excused thirty (30) minutes early on the last working day immediately preceding New Year's Eve and on the last working day immediately preceding Christmas Day, provided that his/her services are not required as determined by the responsible administrator. In no instance shall employees be excused prior to the dismissal of students.

ARTICLE VIII VACATIONS

Vacation shall be accrued using Table I below for 2006-2007 vacation already accrued as of June 30, 2006. Beginning July 1, 2006, and for all subsequent years, vacation shall accrue at the rates using Table II. Earned vacation hours shall be determined as of June 30 of each year, and shall be used during the ensuing year. An employee shall be allowed to take vacation during the regular school year, the scheduling of which shall be subject to the approval of the responsible administrator. The following schedule shall be used to determine vacation earned:

Table I

Years of Service Completed as of June 30	2006-2007 Vacation Period (in hours)			
	9 month	10 month	11 month	12 month
20	180	199	219	240
15	150	166	183	200
10	120	133	146	160
5	90	100	110	120
1	60	66	73	80
Less than 1	Pro-rata	Pro-rata	Pro-rata	Pro-rata

Table II

Years of Service Completed as of June 30	2007-2009 Vacation Period (in hours)			
	9 month	10 month	11 month	12 month
20	140	159	179	200
15	110	126	143	160
10	80	93	106	120
5	50	60	70	80
1	20	26	33	40
Less than 1	Pro-rata	Pro-rata	Pro-rata	Pro-rata

Employees after working at least one (1) year who leave the employment of the District shall be compensated for earned but unused vacation time. However, the District may, at its discretion, require a separating employee to utilize accrued vacation prior to the effective termination date or forfeit the compensation. Employees who work less than forty (40) hours per week shall receive vacation based upon their normal work day.

ARTICLE IX HEALTH PROVISIONS

A. PHYSICAL EXAMINATIONS

Employees may be required to undergo a pre-employment physical. The cost of this physical examination shall be borne by the recommended candidate.

B. SAFETY

The Union shall have the right to appoint a representative to the District Safety Committee in order to bring to the Committee's attention any circumstances or conditions known to the Union which could result in unsafe or hazardous working conditions for employees. Such circumstances or conditions shall be reviewed as soon as practicable by the Safety Committee.

ARTICLE X DUES DEDUCTION

A. AUTHORIZATION

An employee may deliver to the school district an assignment in writing, duly executed by such employee, authorizing payroll deduction of Union dues. As used herein, "Union dues" shall mean any payment of monies to the Union or its affiliates specified in writing by the employee on the proper assignment form, provided such shall not be construed to include any initiation fees, special assessments, non-current dues, fines or the like. The form of such assignment shall be designated by the Union. The school district shall not authorize payroll deduction of dues for any other organization claiming to represent employees.

B. REGULAR DEDUCTION

Pursuant to the above authorization, the school district shall deduct the amount described therein from all paychecks commencing thirty (30) calendar days following receipt of such authorization. Twelve month employees shall have their dues withheld over the twelve-month period, all nine-month, ten-month, and eleven-month employees shall have dues deducted no earlier than the first paycheck in October and no later than the final paycheck in May. The school district shall not be required to vary the amount of deduction from one pay date to another.

C. COPE DEDUCTION

Any employee who is a member of the Union may make voluntary payroll deductions to the Committee On Political Education (COPE): The amount of the deduction will be determined by the Employee, and the Employer will implement said amount within thirty (30) calendar days from notification. Contributions to the COPE shall be submitted to the Union along with the Union dues.

D. DURATION

A dues deduction authorization shall continue in effect according to its terms, provided such authorization shall be revocable by the giving of notice in writing. The school district shall not be obligated to implement such revocation for a period not to exceed thirty (30) calendar days following receipt of such notice.

E. TERMINATION

Termination of employment shall be deemed to include a notice of revocation of authorization unless the employee shall otherwise advise the school district in writing.

F. TRANSMISSION OF DUES

The school district shall transmit to the Union the total deduction for Union dues within thirty (30) calendar days of their deduction, along with a listing of employees for whom deduction was made, provided the Union shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction, if the Board has made such dues deduction in compliance with this Article.

G. COST

If the school district shall incur additional expenses beyond the normal increase in materials and labor for such dues deduction, due to forced use of outside facilities, the Union shall reimburse the school district for the amount thereof.

H. COMPLIANCE

If for any reason the school district shall be unable to comply with any of the provisions of this Article with respect to any of the time factors involved, such time factors shall be appropriately revised by mutual agreement between the parties.

ARTICLE XI EMPLOYEE EVALUATION

New employees and employees in new positions shall be evaluated in writing by the principal or immediate supervisor within sixty (60) days after employment and at the end of the first year of employment. Thereafter, employees shall be evaluated in writing at least one (1) time every three (3) years. The chapter president of the union shall be notified when evaluations are due.

All written evaluations shall be based on an objective assessment of the employee's overall performance.

An evaluation conference shall be held. If an administrator(s) in addition to the supervisor will be present at the conference, the employee will be notified in advance.

Each employee shall receive a copy of the written evaluation within ten (10) working days. If any employee believes his/her written evaluation to be incomplete or inaccurate, he/she may set forth his/her position in writing and have it attached to the evaluation report to be placed in his/her personnel file. The file copy of such position will be signed by both parties to indicate an awareness of the content.

ARTICLE XII SENIORITY

A. DEFINITION

Except as it may be modified by Section D, of this Article, the term "seniority" shall mean an employee's continuous length of service in the District as a secretarial-clerical employee. If two (2) or more employees have the same seniority, the relative order of seniority among them for purposes of this Agreement shall be determined by drawing of lots. A representative of the Union shall be offered the opportunity to be present at the drawing.

B. SENIORITY CALCULATION

Employees shall receive seniority based on the following formula:

$$\text{Hours of service} \times \text{days of service} \div 8 = \text{Number of days of seniority.}$$

Two hundred sixty days (260) shall comprise one year of seniority for purposes of Article XIII, Staff Reduction.

C. PROBATION

Upon completion of the probationary period, as defined in Article I, an employee shall be placed on the seniority list with seniority determined from the last date of hire as a secretarial-clerical employee.

D. BREAKS IN SERVICE

An employee's seniority shall be broken by voluntary resignation, discharge, retirement or a continuous period of lay off in excess of eighteen (18) calendar months. An employee's seniority ceases to accumulate by a reduction in force. If an employee who is laid off returns to work within eighteen (18) calendar months, the employee's previously earned seniority will be reinstated. If an employee leaves a position represented by the Union but remains an employee of the school district, or if an employee takes a general leave of absence, the employee's accumulated seniority shall be frozen. When an employee returns to a position in this bargaining unit she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

E. SENIORITY LIST

A seniority list will be maintained according to the conditions and formula provided in this Article. The list shall include years and days of service based on Section B, the last date of hire as a secretarial-clerical employee, and the employee's name and job classification as defined in Schedule A. In September of each year the District shall furnish the Union a copy of the seniority list. In May, the District shall furnish the Union a copy of all separations and hires.

The Union shall certify the list is correct, and if differences occur, the list shall be corrected according to district records available. It is also agreed that time spent as a teacher aide or associate, when teacher aides and associates were covered by this unit (January 1, 1967 through June 30, 1974) shall be used in determining the employee's seniority.

ARTICLE XIII STAFF REDUCTION

A. REDUCTION IN FORCE

When in the sole judgment of the District, reduction in force is necessary, the District shall attempt to accomplish the necessary reduction through attrition.

1. If further reduction is necessary, it shall occur within the four (4) pay columns (E, D, C and B) as described under Schedule A of this Agreement.
 - a. An employee whose position has been eliminated may accept lay off or fill a vacancy within his/her classification, provided, however, that no employee will be required to accept a vacancy with a lower number of months in the work year or hours in the work day. If the employee does not accept lay off or fill a vacancy as described above, he/she may replace any employee within his/her classification with less seniority, provided that the employee displaced has the same number of months in the work year and hours in the work week.
 - b. If placement is not accomplished under the first step above, the employee, if deemed qualified, shall be assigned to any existing vacancy in his/her pay column, provided, however, that no employee will be required to accept a vacancy with a lower number of months in the work year or hours in the work day. If there is no vacancy in his/her pay column the employee shall have the option, if deemed qualified, to replace the least senior employee in his/her pay column, provided that the employee displaced has the same number of months in the work year and hours in the work week. If placement is not accomplished under the steps above, the employee, if deemed qualified, shall accept assignment to an existing vacancy in progressively lower pay column(s) provided, however, that no employee will be required to accept a vacancy with a lower number of months in the work year or hours in the work day or replace the least senior employee in progressively lower pay column(s), provided that the employee displaced has the same number of months in the work year and hours in the work week.
 - c. If placement is not accomplished under the steps above, the process will be repeated first with progressively lower months in the work year and then with progressively lower hours in the work day.
 - d. An employee who is displaced pursuant to the provisions above shall be subject to the same procedures as described above.
2. Notwithstanding the foregoing, no employee shall replace another employee who has greater seniority and an employee shall not be required to move down more than one (1) pay column for a period of one (1) year. This provision shall not be construed as to limit the District's right to lay off such an employee.
3. Within the columns E, D, C and B the District, in its sole discretion may determine if the employee is qualified to perform a specific job. When the District determines an employee is not qualified, the employee shall receive a written rationale why said determination was made if the request for the rationale is made in writing within five (5) working days after the employee has been notified of the staff reduction. Timelines regarding a grievance (See Article XV) shall not be altered in

meeting the guidelines of this article. Furthermore, such determination by the District shall not be subject to the provisions of Article XV of this Agreement.

4. An employee who is moved to a different pay column shall be placed on the corresponding step if such a step is available.

B. RECALL RIGHTS

Any employee terminated because of reduction in force shall have recall rights to any position which becomes available for which the employee is qualified for a period of eighteen (18) calendar months from the date of the employee's lay off. Recall to available positions shall be given to employees in the inverse order of lay off within the job classification where the vacancy exists. If there are no laid off employees within that job classification the senior-most employee on lay off shall be recalled to the position if that employee is qualified as determined by the responsible administrator.

Recall notice shall be by certified letter, return receipt requested, to the last known address of the employee as shown on the school district's personnel department records.

An employee may without losing his/her recall rights, decline recall to a position with a lower annual salary than that from which the employee was reduced. Such a decline of a recall notice, by an employee, shall not constitute a failure to respond affirmatively as provided in Section B, paragraph four (4) of this Article. If, however, such an employee accepts the lower position, his/her recall rights shall terminate.

Failure of the employee reduced pursuant to the provisions of this Article to respond affirmatively to a certified letter from the school district within five (5) calendar days after receiving such letter, shall result in termination of the employee's right of recall.

C. NOTIFICATION OF REDUCTION

An employee to be reduced shall be notified, in writing, at least thirty (30) calendar days in advance of the reduction in force date.

The District shall provide the Union with a list of those employees reduced pursuant to the provisions of this Article thirty (30) calendar days in advance of the reduction in force date.

ARTICLE XIV TRANSFER PROCEDURES

A. POSTING

When a job opening occurs that is expected to continue for more than forty-five (45) calendar days, it shall be posted for a period of at least seven (7) working days in all buildings. The notice of such opening shall include the job qualifications deemed necessary for the position. In no instance shall a job opening be filled permanently within seven (7) working days of the posting date on the Notice of Position Opening.

B. VOLUNTARY TRANSFERS

1. **Procedure:** All eligible employees covered by this Agreement, shall have the right to request a transfer to the posted vacancy by submitting notification, in writing, to Human Resources, before the close of business on the seventh (7th) day.

The employee applying for a vacancy may request an interview with the responsible administrator. Any applicant who does not receive a requested interview shall be given, in writing, the reason(s) why the interview was not granted. The school district shall determine each employee's qualifications for the vacancy and shall consider these areas: training, related skills (as defined in the posting), performance (including current employee evaluation) and seniority. The school district will hire the most qualified employee applying for the vacancy. In the event that no employee requesting a transfer to a vacancy meets the qualifications, the District may fill the vacancy with someone not currently employed in the bargaining unit. When the District determines an employee is not qualified, the employee shall receive a written rationale why said determination was made if the request for the rationale is made in writing within five (5) working days after the employee has been notified the position has been filled. Timelines regarding a grievance (See Article XV) shall not be altered in meeting the guidelines of this article.

C. INVOLUNTARY TRANSFERS

Employees involuntarily transferred, as determined and directed by the District, shall be notified of such action as promptly as possible. Every effort shall be made to give such notice at least fourteen (14) calendar days before the transfer is to take place. The District shall consider the following factors when an involuntary transfer is required: (1) seniority, (2) ability to perform the job. Seniority as used in this Article is defined in Article XII. At the employee's request, a conference shall be held with the employee's immediate supervisor to discuss the action and reasons for transfer.

ARTICLE XV GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance:** A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.
2. **Grievant:** A "grievant" is the person(s) or the Union making the allegation.
3. **Day:** As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.

B. PROCEDURES

- Level 1:** Principal or immediate supervisor (Informal). An employee with a grievance shall first discuss the grievance with the principal or immediate supervisor, with the object of resolving the matter informally.

- Level 2: Principal or immediate supervisor (Formal). If the grievance cannot be resolved informally, the grievant may file the grievance in writing, with the building principal or immediate supervisor. The written grievance shall state the nature of the grievance, the specific provisions of the Agreement allegedly violated, and the relief requested. The filing of the formal, written grievance at level two must be within twenty (20) days from the date of occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence. The building principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Union within ten (10) days after receipt of the grievance, provided at the request of the building principal or immediate supervisor, a meeting shall be held with the grievant to discuss such grievance, in which event the building principal or immediate supervisor shall have additional time to respond. Such additional time shall not exceed fifteen (15) days from receipt of the grievance or ten (10) days from the date of the meeting, if held, whichever shall be the lesser.
- Level 3: In the event a grievance has not been satisfactorily resolved at the second level, the grievant may file, within ten (10) days of the principal's or immediate supervisor's written decision at the second level, a copy of the grievance with the Executive Director of Human Resources or designee. Within seven (7) days after such written grievance is filed, the grievant and the Executive Director of Human Resources or designee shall meet to consider the grievance. The Executive Director of Human Resources or designee shall file an answer within ten (10) days of such meeting and communicate it in writing to the employee and the Union.
- Level 4: If the grievance is not resolved satisfactorily at level three, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Executive Director of Human Resources or designee within thirty (30) days from receipt of the level three answer. The arbitrator shall be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator, within seven (7) days the Public Employment Relations Board shall be requested to provide a panel of at least five (5) arbitrators, from which a selection shall be made in accordance with these practices: The Union shall request a list of five (5) arbitrators from the Public Employment Relations Board. The arbitrator shall be selected by the two parties using an alternating strike-through process, with the first strike-through determined by a coin toss and repeating the process until one arbitrator remains.

The costs for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy. The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s) unless mutually extended by both the District and the Union. The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. GROUP GRIEVANCE

If a grievance involves a group of employees, who do not have a supervisor in common, the grievance shall be submitted in writing by the Union to the appropriate administrator at level two. The filing of a group grievance must be within thirty (30) days from the date of the occurrence of the event giving rise to the grievance or from the date when the grievant could reasonably have become aware of such occurrence.

D. REPRESENTATION

The grievant(s) shall be present at all meetings, and at the option of the grievant(s) may be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

E. MISCELLANEOUS

All records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

All meetings and hearings under this procedure shall be conducted in private. When it is required for a grievant or a Union representative to meet regarding a grievance during the work day, to participate in any meetings or hearings hereunder, said grievant and representative shall be released without loss of compensation.

Any investigation or the processing of any grievance shall be conducted so as to result in a minimum of interference with or interruption of the work activities of the grieving employee, provided the foregoing shall not be applicable to any grievance meeting called pursuant to Section B of this Article or to any other grievance-related activity prescribed by the school district.

Failure to file a grievance within the stipulated time or failure to appeal the grievance from one level to another within the stipulated period therein shall constitute a waiver of the grievance. Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

If the Union or any employee files any grievance or complaint in any forum other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or sets of facts through the grievance procedure.

ARTICLE XVI MISCELLANEOUS

A. PRINTING AGREEMENT

Copies of this Agreement shall be proofread by the parties and be printed at the expense of the District, and one (1) copy shall be distributed to each employee. The Union shall be provided thirty (30) copies of the Agreement.

B. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by fax, e-mail or letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at: The Office of Human Resources
346 Second Avenue SW
Cedar Rapids, Iowa 52404
2. If by school district, to Union at: SEIU, Local 199
102 Second Avenue
Coralville, Iowa 52241

- C. An employee has the right to have a Union representative present in a meeting with a supervisor when the employee reasonably believes that discipline may result from the meeting.

ARTICLE XVII COMPLIANCE CLAUSES AND DURATION

A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

This Agreement shall be effective as of July 1, 2006, and shall continue in effect through June 30, 2009. Article III: Basic Compensation, shall be renegotiated for each of the following years: 2007-2008 and 2008-2009. The total amount allocated for Article III: Basic Compensation shall be determined as follows: for 2006-2007 the total package increase will be 6.42%. For 2007-2008 the total package increase shall be

4.29% or the district's regular program allowable growth, whichever is greater. For 2008-2009 the total package increase shall be 4.99% or the district's regular program allowable growth, whichever is greater. The percentage increases shall cover all increased costs of the bargaining unit including steps, salary schedule enhancements, increases in insurance premiums, FICA, IPERS, and all other items the parties costed in arriving at the compensation packages except those specifically excluded per mutual written agreement.

D. SIGNATURE CLAUSES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereon, all in the month of July, 2006.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 199

By Judy Shimek
Judy Shimek, Chapter President

By Kim R. Miller
Kim Miller, Executive Director
SEIU, Local 199

By Cathy Singer
Cathy Singer, President
SEIU, Local 199

CEDAR RAPIDS COMMUNITY
SCHOOL DISTRICT
in the County of Linn, State of Iowa

By Mary Meisterling
Mary Meisterling, President 120

By David Markward
David Markward, Superintendent

**SCHEDULE A
SECRETARIAL-CLERICAL EMPLOYEES
2006-2007**

Step	B	C	D	E	Step
1	\$11.01	\$11.27	\$11.45	\$11.89	1
2	\$11.27	\$11.52	\$11.71	\$12.14	2
3	\$11.52	\$11.76	\$11.95	\$12.39	3
4	\$11.99	\$12.27	\$12.45	\$12.91	4

No step movement will take place for the 2006-2007 school year.

Those employees who were on Step 5 (now renumbered to Step 4) for 2001-2002 received an additional \$.18 an hour salary increase added to the base rate above.

B. Mail Distribution Clerk (12 mo.)
Clerk-Typist (9, 10 & 12 mo.)*
Department Secretary II (12 mo.)

C. Attendance Secretary (9 up to 10 mo.)
Media Secretary (9 up to 10 mo.)*

D. HS Bookkeeper (12 mo.)
MS Counselor's Sec. (11 mo.)
HS Counselor's Sec. (11 mo.)
MS Assoc. Principal's Sec. (12mo.)
HS Assoc. Principal's Sec. (12 mo.)
HS Assoc. Principal's Sec.-Activities (12 mo.)
Health Secretary (9 mo.)*
Accounting Clerk II (12 mo.)
Department Secretary I (10 & 12 mo.)
Transportation Clerks (12 mo.)

E. MS Principal's Sec. (12 mo.)
HS Principal's Sec. (12 mo.)
Elementary Principal's Sec. (12 mo.)
Accounting Clerk I (12 mo.)
Manager's Secretary (10 & 12 mo.)
ESC Secretaries (10 & 12 mo.)
Assistant to the Superintendent/
Director's/Facilitator's Sec. (10 & 12 mo)

*Year round school (11 mo.)

The following longevity differentials shall be paid:

Years of Service Completed
as of July 1 of the contract year

Hourly Differential
from Rates in Schedule A

10 or more years of service
15 or more years of service
20 or more years of service
25 or more years of service
30 or more years of service

20c
30c
35c
40c
45c

Letter of Understanding

Between
The Cedar Rapids Community School District
And
SEIU Local 199/Educational Office Professionals

RE: Reclassification of bargaining unit positions.

The Parties agree that under certain circumstances, described below, the District may reclassify a bargaining unit position. The Parties agree that reclassification is appropriate when there has been a substantial change in an employee's job duties.

Reclassification may be proposed by the District, by the Union or by the affected employee. The Parties will meet and evaluate any proposed reclassification to determine whether the job duties associated with the position have changed and, if so, to discuss how to reclassify the position.

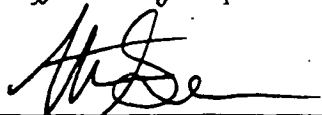
Reclassification will not occur without the mutual agreement of the District and the Union.

A position that is reclassified according to the procedure described above, does not need to be posted as a vacancy pursuant to the collective bargaining agreement, unless the current incumbent is not qualified to perform the duties of the reclassified position.

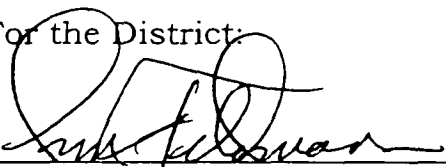
Nothing in this Letter of Understanding restricts the District's ability to create new classifications within the bargaining unit. In the event that the District elects to create a new classification, the Parties will meet and negotiate an appropriate job title and wage rate for the new classification. In the event that the parties are unable to agree, the unresolved issues will be submitted to an arbitrator for resolution.

For the Union:


Judy Shimek, Chapter President


Matthew Glasson, Union Representative

For the District:


Ann Feldmann, Executive Director of
Human Resources

Dated: July 24, 2003